



1. Solicitation #: **51093**

2. Solicitation Issue Date: September 24, 2021

**3. Brief Description of Requirement:**

The Oklahoma State Bureau of Investigation (OSBI) is seeking a contract with a qualified laboratory (vendor) for the purpose of outsourcing analysis of sexual assault cases to have serology performed on sexual assault evidence collection kits (SAECKs) and other evidence submitted in the case. It is anticipated that OSBI will send an estimated number of between 400 and 600 SAECKs to the vendor for analysis over the course of the annual contract. However, the actual number could be more or less.

4. Response Due Date<sup>1</sup>: October 19, 2021

Time: 3:00 P.M. CST/CDT

5. Issued By and **RETURN SEALED BID TO<sup>2</sup>:**

U.S. Postal Delivery Address:

Oklahoma State Bureau  
of Investigation  
6600 N. Harvey Place  
Oklahoma City, Oklahoma,  
73116  
\_\_\_\_\_  
\_\_\_\_\_

6. Solicitation Type (type "X" at one below):

- Invitation to Bid
- Request for Proposal
- Request for Quote

7. Contracting Officer:

Name: Vernon Glover  
Phone: 405-879-2648  
Email: [vernon.glover@osbi.ok.gov](mailto:vernon.glover@osbi.ok.gov)

<sup>1</sup> Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments").

<sup>2</sup> If "U.S. Postal Delivery" differs from "Carrier Delivery", use "Carrier Delivery" for courier or personal deliveries.



*"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.*

1. **RE: Solicitation #** 51093

**2. Bidder General Information:**

FEI / SSN : \_\_\_\_\_ Supplier ID: \_\_\_\_\_

Company Name: \_\_\_\_\_

**3. Bidder Contact Information:**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

**4. Oklahoma Sales Tax Permit<sup>3</sup>:**

YES – Permit #: \_\_\_\_\_

NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

**5. Registration with the Oklahoma Secretary of State:**

YES - Filing Number: \_\_\_\_\_

NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming ([www.sos.ok.gov](http://www.sos.ok.gov) or 405-521-3911).

**6. Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

YES – Include with the bid a certificate of insurance.

NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.<sup>4</sup>

<sup>3</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

<sup>4</sup> For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

**7. Disabled Veteran Business Enterprise Act**

- YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.
- NO – Do not meet the criteria as a service-disabled veteran business.

Authorized Signature	Date
Printed Name	Title



**NOTE:** A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: Oklahoma State Bureau of Investigation Agency Number: 30800

Solicitation or Purchase Order #: 51093

Supplier Legal Name: \_\_\_\_\_

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
  - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

**SECTION II [74 O.S. § 85.42]:**

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

the competitive bid attached herewith and contract, if awarded to said supplier;

**OR**

the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

\_\_\_\_\_  
Supplier Authorized Signature

\_\_\_\_\_  
Certified This Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax Number

## **A. GENERAL PROVISIONS**

### **A.1. Definitions**

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.6. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

### **A.2. Bid Submission**

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the procuring agency in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

### **A.3. Solicitation Amendments**

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The procuring agency must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the procuring agency.
- A.3.3. It is the bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

#### **A.4. Bid Change**

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the procuring agency with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

#### **A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
  - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
  - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
  - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

#### **A.6. Bid Opening**

Sealed bids shall be opened by the Oklahoma State Bureau of Investigation located at 6600 N. Harvey  
Oklahoma City, OK. 73116 at the time and date specified in the solicitation as the Response Due Date and Time.

#### **A.7. Open Bid / Open Record**

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

#### **A.8. Late Bids**

Bids received by the procuring agency after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

#### **A.9. Legal Contract**

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.

- A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:
- A.9.2.1. Any Addendum to the Contract;
  - A.9.2.2. Purchase order, as amended by Change Order (if applicable);
  - A.9.2.3. Solicitation, as amended (if applicable); and
  - A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

#### **A.10. Pricing**

- A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
- A.10.2. Bidders guarantee unit prices to be correct.
- A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

#### **A.11. Manufacturers' Name and Approved Equivalents**

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

#### **A.12. Clarification of Solicitation**

- A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.
- A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

#### **A.13 Negotiations**

- A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.
- A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:
- A.13.3. Negotiations may be conducted in person, in writing, or by telephone.
- A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
- A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting

financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.

- A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

#### **A.14. Rejection of Bid**

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

#### **A.15. Award of Contract**

- A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

#### **A.16. Contract Modification**

- A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the supplier.
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procuring agency in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

#### **A.17. Delivery, Inspection and Acceptance**

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the procuring agency.

#### **A.18. Invoicing and Payment**

- A.18.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.
- A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.18.3.** Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.



- A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.
- A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

**A.19. Tax Exemption**

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

**A.20. Audit and Records Clause**

- A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.20.2. The successful supplier(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

**A.21. Non-Appropriation Clause**

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

**A.22. Choice of Law**

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

**A.23. Choice of Venue**

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

**A.24. Termination for Cause**

- A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

**A.25. Termination for Convenience**

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and

effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.

- A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

**A.26. Insurance**

The successful supplier(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the procuring agency with evidence of such insurance and renewals.

**A.27. Employment Relationship**

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

**A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007**

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

**A.29. Compliance with Applicable Laws**

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

**A.30. Special Provisions**

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

**TABLE OF CONTENTS**

A. GENERAL PROVISIONS..... 5  
B. SPECIAL PROVISIONS..... 12  
C. SOLICITATION SPECIFICATIONS ..... 15  
D. EVALUATION..... 21  
E. INSTRUCTIONS TO BIDDER..... 22  
F. CHECKLIST ..... 23  
G. OTHER..... 24  
H. PRICE AND COST..... 24

## **B. SPECIAL PROVISIONS**

### **B.1. INDEMNIFICATION**

The supplier shall agree to indemnify and hold the OSBI harmless against any and all bodily injury and property damage, deficiencies or liabilities resulting from any negligence on the part of the vendor or non-fulfillment of any term or condition of this contract. The supplier shall indemnify and hold harmless the OSBI under this contract from any and all assessments, judgments, costs, legal and other reasonable expenses incidental to any of the foregoing.

### **B.2. SIGNED AGREEMENT**

**THIS SOLICITATION, ALONG WITH RESULTANT PURCHASE ORDER, CONSTITUTES THE ENTIRE AGREEMENT. NO ADDITIONAL AGREEMENTS OR END USER LICENSING AGREEMENTS WILL BE SIGNED.**

### **B.3. MULTIPLE AWARDS**

The OSBI reserves the right to award this contract to a single vendor or to multiple vendors, whichever is deemed to be in the State's best interest.

### **B.4. UNEQUIVOCAL ACCEPTANCE**

All terms identified in the bid specifications/contract are inclusive. By its response (execution), Supplier agrees to terms and conditions of the bid specifications unless a variation or exception is specifically noted. Any variation or exception may disqualify the response.

### **B.5. PRICE**

Supplier warrants that prices of materials, equipment, and services set forth herein do not exceed those charged by the Supplier to any other customer purchasing the same goods or services under similar conditions and in like or similar quantities.

Proposals shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

### **B.6. INVOICES**

Supplier will invoice the OSBI in arrears of services provided. Claims for reimbursement of services shall be submitted in arrears and within 90 calendar days of the provision of services. The supplier will send one copy of their invoice bearing the purchase order number, time period and amount due to:

OSBI

Attn: Accounting

6600 N. Harvey Place

Oklahoma City, Oklahoma, 73116

### **B.7. LATE PAYMENT**

Pursuant to Oklahoma State Statute 62 O.S. § 34.72, payment shall not be considered late until forty-five (45) days after receipt of proper invoice.

### **B.8. SUBCONTRACTING**

The service to be performed under this contract shall not be subcontracted, in whole or in part, to any other person or entity without the written consent of the OSBI. The terms of this contract and such additional terms as the OSBI may require shall be included in any approved subcontract and approval of any subcontract shall not relieve Supplier of any responsibility for performance under this contract.

**B.9. EMPLOYMENT RELATIONSHIP**

This contract does not create an employment relationship. Individuals performing services required by the contract are not employees of the State of Oklahoma or the OSBI. Supplier's employees shall not be considered employees of the State of Oklahoma nor the OSBI for any purpose and as such shall not be eligible for benefits accruing to State employees.

**B.10. ASSIGNMENT**

Supplier's obligation under this Agreement may not be assigned or transferred to any other person, firm or corporation without prior written consent of the OSBI.

**B.11. LICENSING**

The Supplier must be licensed to perform all required chemical application in accordance with state and local laws.

**B.12. SEVERABILITY**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**B.13. WAIVER OF CONTRACTUAL RIGHT**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**B.14. GRATUITIES**

The right of the successful supplier to perform under contract may be terminated by written notice if the Contracting Officer determines that the successful supplier, or its agents or another representative offered or gave a gratuity (e.g. entertainment or gift) to an officer, official, or employee of the State.

**B.15. LIMITATION OF LIABILITY**

Supplier shall be liable for any damages resulting from, arising out of, or relating to the services provided through this agreement. Supplier's liability for all programs, including software products owned or distributed by the Supplier, program documentation, and any program updates acquired through technical support shall be limited to the Supplier's warranty.

To the extent any limitation of liability contained herein is construed by a court of competent jurisdiction to be a limitation of liability in violation of Oklahoma law, such limitation of liability shall be void.

**B.16. FAILURE TO PROVIDE**

The Supplier's repeated failure to provide defined services, without reasonable basis as determined by the OSBI, shall constitute a material breach of the contractor's obligations, which may result in cancellation of the contract.

**B.17. COST OF PREPARATION**

The State is not liable for any cost associated with the preparation of the Vendor's bid or any cost incurred by any bidder prior to issuance of any agreement or contract. All responses, inquiries, or correspondence relating to or in reference to this ITB, when received by the State will become the property of the State.

**B.18. REGISTRATION WITH OKLAHOMA OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES (OMES)**

Prior to award of contract, successful vendor must be registered with Oklahoma Office of Management and Enterprise Services (OMES), Central Purchasing Division. This generally costs the vendor \$25.00 to register. The link for this registration is <https://www.ok.gov/dcs/vendors2/app/index.php>

**B.19. INSURANCE**

The Supplier shall maintain insurance in the following amounts. The OSBI must be notified if the insurance policies are being cancelled or not being renewed.

- B.19.1 A Certificate of Insurance indicating general liability insurance with a minimum combined single limit of \$1,000,000.00 is required.
- B.19.2 A Certificate of Insurance indicating Workers' Compensation Insurance in compliance with the Oklahoma Workers' Compensation Law is also required.
- B.19.3 Both Certificates of Insurance must be provided to the OSBI after an award of contract and before any work begins.

**B.20. OPTION TO RENEW**

At its sole discretion, the OSBI may exercise an option to renew this contract and/or any Contract Addendum for four (4) additional one-year terms on the same terms and conditions as in this contract. If the OSBI decides to exercise this option to renew, OSBI Purchasing will provide written notice to the supplier of its intention to renew. Under no condition will this Contract or any Contract Addendum renew automatically. Bid responses must include proposed rates for providing this same level of service for years two through five.

- B.20.1 Initial contract is for one year. Contract may be renewed at the same terms and conditions for four (4) successive one-year periods.
- B.20.2 Initial contract period: Date of Award to 06/30/2022
  - 1st Option to renew: 07/01/2022 to 06/30/2023
  - 2nd Option to renew: 07/01/2023 to 06/30/2024
  - 3rd Option to renew: 07/01/2024 to 06/30/2025
  - 4th Option to renew: 07/01/2025 to 06/30/2026

**B.21. UPON CONTRACT RENEWAL, THE FOLLOWING SHALL BE PROVIDED TO OSBI AT THE BEGINNING OF ANY CONTRACTUAL AGREEMENT AND ON AN ANNUAL BASIS:**

- B.21.1 Copy of the current Accreditation Certificate(s) and Scope of Accreditation
- B.21.2 Results and disposition of any internal quality/technical audits within the last year
- B.21.3 Results and disposition of any external quality/technical assessments within the last year
- B.21.4 Corrective action reports/summaries within the last year
- B.21.5 Results of analyst and technician (however called) proficiency tests and proficiency test schedule(s) within the last year
- B.21.6 Organizational chart (if any changes within the last year)

- B.21.7 Quality Assurance Manual (if any changes within the last year)
- B.21.8 Standard Operating Procedures (if any changes within the last year)
- B.21.9 Any new validations or performance checks within the last year for all technologies, equipment, and methods to be utilized on OSBI casework
- B.21.10 CVs, competency memos, verification of educational qualifications and work authorizations for any analysts who will be performing testing or technical reviews on OSBI cases (if any changes within the last year)

## **C. SOLICITATION SPECIFICATIONS**

The Oklahoma State Bureau of Investigation (OSBI) is seeking a contract with a qualified laboratory (vendor) for the purpose of outsourcing serological/screening analysis of sexual assault evidence. No DNA analysis will be required as part of this contract. It is anticipated that OSBI will send an estimated number of between 400 and 600 cases each year to the vendor for analysis over the course of the contract. However, the actual number could be more or less. Evidence may include sexual assault evidence collection kits (SAECKs), underwear, clothing, bedding, and/or other various types of evidence. It is estimated that approximately half of the cases will consist of SAECKs.

### **C.1. LABORATORY REQUIREMENTS**

- C.1.1. The bidder's laboratory shall comply with the accreditation requirements in O.S. 74-150.37 and be accredited through an organization that adheres to the ISO/IEC 17025:2017 guidelines for forensic testing.
- C.1.2. All data is the property of the OSBI and may not be used by the vendor without express written permission from the OSBI Lab Director. The vendor shall guarantee the confidentiality of the data generated in these cases and any information included with cases regarding any circumstances of or any individuals involved in these cases.
- C.1.3. Vendor understands and agrees that in the performance of work or services under this agreement, or in contemplation thereof, vendor may have access to private or confidential information which may be owned or controlled by the OSBI and/or participating agencies, and that such information may contain confidential details, disclosures, or sensitive information whose disclosure to or use by a third party will be damaging or illegal.
- C.1.4. Vendor agrees that all confidential information disclosed by the OSBI to the vendor, shall be held in confidence and used only in performance of services under this agreement.
- C.1.5. The confidentiality obligation shall survive the expiration or any termination of this agreement.
- C.1.6. Vendor shall comply with all applicable State and Federal laws, rules and regulations; be accredited through an organization that adheres to the ISO/IEC 17025:2017 standards as well as related forensic-specific accreditation requirements.
- C.1.7. The OSBI Forensic Biology Discipline Technical Manager shall approve the technical specifications of the outsourcing agreement with the vendor before it is awarded. The vendor shall only use validated methods that have been developmentally and internally validated in accordance with the ISO

17025:2017 accreditation requirements. All instrumentation and procedures used by the vendor laboratory shall be validated by the vendor prior to the analysis of any casework samples from the OSBI. If, during the contract, the vendor completes the validation of new equipment and/or a new procedure and intends to use the equipment and/or procedure in the completion of this contract, they shall furnish the validation documentation to the OSBI for review within two weeks of completing the validation prior to use on OSBI casework. The OSBI Forensic Biology Discipline Technical Manager will review the validation and provide written authorization to utilize the equipment and/or procedure in the analysis of OSBI cases. Without express written authorization from the OSBI, the vendor shall not use any new equipment and/or procedure once the contract has begun.

- C.1.8. OSBI reserves the right to inspect the vendor at any time during the term of this contract.
- C.1.9. The vendor shall notify the OSBI within one week if any of their qualifications are diminished. This includes, but is not limited to, the loss of accreditation or key laboratory personnel.

## **C.2. SHIPPING**

- C.2.1. Evidence shall be shipped by the OSBI to the vendor laboratory using an approved courier (e.g., FedEx, UPS, USPS, DHL) with documentation sufficient to maintain chain of custody, ensure the integrity of the samples, and guarantee timely delivery of samples. Each case shipped to the vendor shall have an OSBI barcode with the OSBI laboratory case number; all original containers shall be kept with the associated evidence. The cost for delivery of samples from the OSBI to the supplier laboratory shall be the responsibility of the OSBI. Vendor shall be required to sign for receipt of the package(s). This signature shall begin the 15 business day period for the vendor to verify the contents of the package(s) and notify OSBI of receipt and any issues with packaging during shipment. Vendor shall receive cases in quantities and intervals specified by the OSBI in consultation with the vendor upon award of the contract.
- C.2.2. Vendor shall sign the OSBI Evidence Release Form for every case within 15 business days of physical receipt of the package(s) by the vendor to confirm receipt. Each signed OSBI Evidence Release Form shall be returned to the OSBI via secure file transmission.
- C.2.3. All evidence packaging shall be clearly marked with the case number and item(s) contained within the package. The vendor shall use 2" clear Duck Brand HP 260 tape or tamper resistant evidence tape to seal all evidence packaging prior to returning it to OSBI. All seals shall be initialed on top of the tape.
- C.2.4. Evidence shall be returned to the OSBI Forensic Science Center via an approved courier within 60 calendar days of the vendor being notified by OSBI that the results/report for the case are satisfactory. All evidence shall be properly packaged and sealed to prevent loss, contamination or deleterious change to the evidence. The method of shipment shall ensure the integrity of the evidence, allow for the chain of custody to be maintained, and guarantee timely delivery of the samples. Return shipping costs shall be



the responsibility of the vendor. The vendor shall notify the OSBI point of contact regarding carrier, ship date, tracking number, and receiving address for returning evidence. Prior to all evidence returns, the OSBI point of contact shall be notified at least two days in advance along with a manifest of those cases being returned. Unless otherwise specified by the OSBI, return shipments of evidence shall not occur more frequently than monthly.

- C.2.5. Upon notification from the OSBI, with or without completing the analysis, the vendor shall return evidence to the OSBI within one week.

### **C.3. ITEMIZING EVIDENCE**

- C.3.1. The vendor shall itemize and describe all items of evidence received in the case record. The OSBI case number, item number, container letter or other identifying number shall be associated with the vendor's item number in all case record documentation. Each item shall be differentiated from the other items in some manner to allow for unambiguous identification.
- C.3.2. Each item of evidence shall be marked with the OSBI's case number, the item number, analyst's initials, and date. If the item of evidence cannot be marked with these requirements (e.g. hairs, fingernail clippings, etc.), then the item's immediate packaging shall be labeled with all listed requirements.
- C.3.3. The description of evidence shall include, at a minimum, the amount and color of staining present. For example, if item 1 is anal swabs, a suitable description would be "two swabs, each with tip ~1/2 stained light brown." For larger items such as clothing or bedding with multiple stains, a sketch or photo shall be used to denote the number and location of stains. Any stains that tested positive for p30 or spermatozoa (or other confirmatory test) during the screening process shall be measured and documented, unless the stain(s) is/are photographed with a scale and the size of the stain(s) can easily be determined with the photograph.
- C.3.4. If a package contains more than one item, then each individual item must be differentiated from the remaining item in some manner.
- C.3.5. Cuttings, swabbings, or hairs collected from any item shall be individually itemized using a number related to the parent item. All hairs collected from an item may be itemized together as one sub-item.
- C.3.6. The vendor shall make an electronic copy of any medicolegal records/paperwork contained in a SAECK. The electronic copy of this documentation shall be included as part of the case record submitted to OSBI upon completion of the case. Original documentation shall be returned inside the original evidence packaging.
- C.3.7. The vendor shall maintain a chain of custody for each item throughout its time at the vendor facility.

### **C.4. SAMPLE ANALYSIS**

While the evidence submitted in sexual assault cases will be somewhat variable from case to case, the OSBI requires the following general analysis process to be used by the vendor to screen sexual assault evidence.

#### C.4.1. All Cases

- C.4.1.1. All evidence items shall be screened for biological stains/evidence according to the description and appearance of the evidence. Testing performed should be based upon a review of available case information and/or medicolegal paperwork present in SAECK.
- C.4.1.2. The vendor shall use no more than 20% of any questioned evidence item (swab or stain) for analysis unless prior approval is received from the OSBI Forensic Biology Discipline Technical Manager. Such approval shall be documented in writing and maintained in the case record.
- C.4.1.3. Items that, by their description or appearance, may have seminal fluid present (e.g. anal swab(s), external genitalia swab(s), white/off-white or non-visible stains identified with an alternate light source), shall be tested to confirm the presence of p30 and human spermatozoa. Alternative confirmatory testing methods shall not be performed without prior approval of the OSBI Forensic Biology Technical Manager. Presumptive testing may be utilized for items other than swabs or underwear. Items/stains testing negative with presumptive testing will not be required to be tested with confirmatory tests.
- C.4.1.4. If microscopic examinations for human spermatozoa are performed and the results are positive, the slide shall be retained and labeled with a non-erasable or permanent ink with a derivative evidence number that corresponds to the item from which it was prepared.
- C.4.1.5. Evidence items or swabs that by their appearance/description may have saliva present (e.g. swab of bite mark, swab from licked area, etc.), may or may not be screened for the presence of saliva, depending upon capability or validated methods available at the vendor laboratory.
- C.4.1.6. Items that appear to have bloodstains present or are described as having potential bloodstains on them may be tested using presumptive and/or confirmatory tests for blood. If case circumstances indicate blood evidence may not have significant probative value (i.e. female victim was menstruating and blood-like staining is observed on her swabs or underwear, etc.), testing for blood is not required. However, blood-like staining shall be documented in notes and case report. The reasoning for not testing for the presence of blood shall be detailed in case notes.
- C.4.1.7. No hair examinations shall be required. Any possible hairs observed on an item may be collected and packaged for retention or left remaining on the items. These shall be noted in case notes and report.
- C.4.1.8. When screening evidence, items associated with the victim (e.g. SAECK, clothing, etc.) and any item associated with a suspect

shall be processed in separate areas, or otherwise separated by time and/or space.

- C.4.1.9. For sexual assault cases that include a sexual assault kit and clothing, bedding, or other large evidence, the sexual assault kit shall be screened first. If any sample in the kit is positive for p30 and/or spermatozoa, the remaining evidence shall not be screened unless otherwise instructed.
- C.4.1.10. Positive and negative controls shall be tested and documented for all screening/serology testing. A positive and negative control for each serological test shall be analyzed at least once per day. A positive and negative control shall also be analyzed for each individual lot of reagent. For example, if RSID-Blood is used to confirm the presence of blood, there shall be at least one positive and negative control tested for each day that RSID-Blood testing is performed. If more than one lot of RSID-Blood cards is used within one day, there shall be one positive and negative control tested for each lot.
- C.4.1.11. All screening/serology results shall be documented in the case record. The documentation must include a notation of whether each sample was positive or negative for each test performed.
- C.4.1.12. Vendor shall establish a point of contact with OSBI for communication regarding any technical questions that arise during analysis or review of vendor data by OSBI.
- C.4.1.13. The vendor shall immediately notify OSBI of any significant events or nonconformities that could call into question the quality of the laboratory's work and/or the validity of the test results.

#### **C.4.2 For sexual assault kits:**

- C.4.2.1. The vendor shall perform serological/screening analysis for all applicable swabs in the SAECK (excluding the reference sample), if available. Vendor shall use medicolegal paperwork and/or other available case information when determining which items or swabs to screen for seminal fluid or saliva (if applicable) components. Each swab from a set of swabs (i.e. two anal swabs) must be tested. However, cuttings of swabs from the same location that are packaged together may be combined for testing if allowed by lab procedures.
- C.4.2.2. Swabs that may have seminal fluid present (e.g. vaginal, anal swabs, external genitalia swabs, etc.) shall be tested to confirm the presence of p30 and human spermatozoa. Alternative confirmatory tests may not be performed without prior approval of the OSBI Forensic Biology Technical Manager.
- C.4.2.3. Swabs that may have saliva present (i.e. penile swabs, swabs of areas licked or bitten, etc.) based upon review of available case information and/or medicolegal paperwork may be tested with presumptive and/or confirmatory test for saliva if available at the vendor laboratory.

- C.4.2.4. Items/swabs within a SAECK shall not be removed from the original container when repackaging for return to OSBI, regardless of result of p30, spermatozoa, or saliva testing.
- C.4.3. For underwear, clothing, bedding, or other items:
  - C.4.3.1. Items may be observed to identify stains with the use of an alternate light source or AP mapping procedure.
  - C.4.3.2. The vendor lab may elect to use presumptive testing on items other than swabs or underwear to limit the number of tested using confirmatory tests
  - C.4.3.3. Generally all presumptive positive stains, if size of stain is not too small, shall be taken on for confirmatory testing. If a large number of stains are presumptive positive, a sampling plan may be used to limit stains tested with confirmatory testing, if the vendor laboratory procedures allow for such.
  - C.4.3.4. For items larger than underwear (other clothing, bedding, etc.), cuttings shall be taken of any stains testing positive for p30 and/or spermatozoa (or other confirmatory test for seminal fluid). These cuttings shall be packaged separately from one another and their parent item in sealed coin envelopes or other small manila envelopes. All cuttings from the same parent item may be packaged (in their sealed inner containers) into the same sealed larger evidence envelope for retention purposes. For underwear, all stains may be left on the original item.

**C.5. DOCUMENTATION AND DELIVERABLES**

The vendor shall be required to provide the following documentation and deliverables:

- C.5.1. Unless otherwise specified by the OSBI, cases shall be worked in the order received.
- C.5.2. The vendor shall issue a signed, court-ready report for each case.
- C.5.3. The vendor shall provide the following documentation to OSBI upon completion of casework. Documentation shall be electronic and transferred via a secure file sharing method. The vendor shall disclose their proposed method of transfer in their bid. Documentation shall be complete and clear enough that a qualified/authorized technical reviewer from the OSBI can understand exactly how the evidence was processed from the receipt of evidence through the completion of the report including technical review.
- C.5.4. Electronic copy (PDF file) of technically and administratively reviewed case record and report (compliant with ISO/IEC 17025:2017 and these specifications)
- C.5.5. Documentation of chain of custody for the time the evidence was at the vendor laboratory
- C.5.6. Electronic copy of any medical legal records/paperwork contained in a SAECK, if applicable
- C.5.7. Documentation of equipment, reagent lot numbers, protocols used, and instrumentation

- C.5.8. Documentation of control data (i.e. any positive and/or negative controls)
- C.5.9. Documentation of casework specific samples
- C.5.10. Documentation of packaging and evidence sampling
- C.5.11. Rationale for any samples where analysis was stopped (e.g. case circumstances do not support need for blood testing, etc.)
- C.5.12. The names and titles of all individuals that performed analysis on any aspect of the case
- C.5.13. The vendor shall maintain a copy of all notes and data until termination of the contract or until notified by OSBI that materials received are satisfactory.
- C.5.14. In the event that a reviewer from the OSBI needs additional documentation to facilitate reviewing a case, the vendor shall provide the requested documentation within 5 business days.
- C.5.15. The vendor shall provide training to OSBI on the organization of case records. The training may be telephonic, web-based, or in-person.
- C.5.16. The OSBI shall have 60 calendar days to review the data from receipt of completed analysis. If discrepancies or errors are discovered, the vendor laboratory shall have 30 calendar days, from the day the vendor is advised of the discrepancy or error, to address the discrepancy or error, unless a longer time period is approved by the OSBI Forensic Biology Discipline Technical Manager.

## **D. EVALUATION**

### **D.1. METHODOLOGIES AND SERVICES**

This shall include a review of the proposed methodologies and services the vendor utilize including proposed testing methods. Additionally, there will be an evaluation of whether the vendor demonstrates a thorough understanding of the proposed project and if the vendor can meet the specified requirements.

### **D.2. EXPERIENCE**

This includes an evaluation of the overall experience of the laboratory staff and the amount of time the laboratory has performed casework with the appropriate tests/methods.

### **D.3. THROUGHPUT**

This includes the total number of sexual assault cases that may be completed for OSBI in a 60-day period, given the vendor's other caseload. The minimum acceptable throughput is 50 sexual assault kits/cases in a 60-day period. Bids that cannot certify a throughput of at least 50 sexual assault kits/cases in a 60-day period may be deemed non-responsive.

### **D.4. QUALITY**

This includes an evaluation of the following Quality Documents:

- D.4.1. The current quality assurance policy/program (including quality manual and policies and procedures associated with this project), which shall demonstrate compliance with ISO/IEC 17025:2017
- D.4.2. A copy of the vendor laboratory's accreditation certificate and scope of accreditation
- D.4.3. Last 2 external ISO/IEC 17025 assessment reports

- D.4.4. A list of names and titles of personnel assigned to the project
- D.4.5. Last 2 years of proficiency test records of the vendor laboratory staff who will be assigned to this project
- D.4.6. Competency tests and continuing education of the vendor laboratory staff who will be assigned to this project
- D.4.7. Any Corrective Action documentation for the last 2 years, including documentation of resolution or current status.

**D.5. CUSTOMER SERVICE**

This shall be evaluated by contacting references provided by the supplier and rating the references' responses. Each bid shall include at least three references that contracted with the supplier for the analysis of forensic casework, and at least one of these references should be from a government agency that held a contract of similar size and scope with the supplier within the last 5 years. All references shall be contacted and the OSBI reserves the right to contact other customers not listed as references.

**E. INSTRUCTIONS TO BIDDER**

The following documentation shall accompany the proposal:

- E.1. A copy of the responding vendor's two most recent external assessment results and disposition
- E.2. A copy of the responding vendor's most recent internal assessment results and disposition within the last 2 years
- E.3. A copy of the current Accreditation Certificate(s) and Scope of Accreditation.
- E.4. A copy of the responding vendor's current organization chart (table of organization), including all laboratory personnel, noting the technical leader, the quality manager, and the number of analysts and technicians performing the following serology/screening analyses. It shall be required that all personnel performing any analysis for OSBI be employed by the awarded vendor. Further, any analysis for OSBI shall be performed at the physical facility or facilities specifically identified in any contract resulting from this bid solicitation.
- E.5. Written certification that vendor shall not subcontract any portion of the sample handling, processing, analysis, reporting, or review to any other laboratory/individual.
- E.6. The vendor shall have a minimum of two qualified analysts performing each type of testing and analysis. Technical reviews performed by the vendor must be completed by qualified/authorized technical reviewers. The vendor shall provide CVs, competency memos, verification of educational qualifications and work authorizations for any analysts who shall be performing testing or technical reviews on OSBI cases. If at any time, the vendor adds or changes qualified analysts working on OSBI case, the OSBI Forensic Biology Discipline Technical Manager shall receive and approve these modifications prior to the analysts working on any OSBI cases.
- E.7. Results of analyst and technician (however called) proficiency tests and proficiency test schedule(s) within the last 2 years.
- E.8. Documentation describing the responding vendor laboratory(s) maximum capacity per month to perform serology/screening analyses for this project following the responding vendor's standard operating procedure. Capacity in excess of 20 cases per month shall be noted. The responding vendor laboratory shall include its throughput history, noting

the average number of serology/ screening cases the laboratory vendor has analyzed in the last 12 months.

- E.9. A copy of the responding laboratory's current quality assurance manual(s) and standard operating procedure manual(s), however named, for evidence handling, serology and/or biological screening analyses, and technical review.
- E.10. Validations or Performance Checks for all technologies, equipment, and methods utilized on OSBI casework.
- E.11. A sample of the responding laboratory's chain-of-custody documentation and procedure(s) for conducting audits of evidence stored on site in examiner custody and evidence vault(s).
- E.12. A summary of all corrective action reports/summaries for the laboratory for the past 2 years.
- E.13. Bidder shall provide three reference names and phone numbers for similar projects the vendor has completed; at least one of these references should be from a government agency that held a contract of similar size and scope with the supplier within the last 5 years.
- E.14. Upon contract renewal, the following shall be provided to OSBI at the beginning of any contractual agreement and on an annual basis:
  - E.14.1. Copy of the current Accreditation Certificate(s) and Scope of Accreditation
  - E.14.2. Results and disposition of any internal quality/technical audits within the last year
  - E.14.3. Results and disposition of any external quality/technical assessments within the last year
  - E.14.4. Corrective action reports/summaries within the last year
  - E.14.5. Results of analyst and technician (however called) proficiency tests and proficiency test schedule(s) for each analyst and technician who will work on cases for OSBI within the last year
  - E.14.6. Organizational chart (if any changes within the last year)
  - E.14.7. Quality Assurance Manual (if any changes within the last year)
  - E.14.8. Standard Operating Procedures (if any changes within the last year)
  - E.14.9. Any new validations or performance checks within the last year for all technologies, equipment, and methods to be utilized on OSBI casework
  - E.14.10. CVs, competency memos, verification of educational qualifications and work authorizations for any analysts who will be performing testing or technical reviews on OSBI cases (if any changes within the last year)

#### E.15. QUESTIONS

All questions must be sent to Vernon Glover by e-mail at [vernon.glover@osbi.ok.gov](mailto:vernon.glover@osbi.ok.gov) no later than Friday, October 1<sup>st</sup>, 2021 by 3:00 P.M. CST

#### F. CHECKLIST

- F.1. Responding Bidder Information, Pages 2 & 3

- F.2. Non-Collusion Certification Form, Page 4
- F.3. Attachment A, Price Sheet
- F.4. Attachment B, Timeline/Throughput Worksheet
- F.5. Attachment C, Vendor References

**G. OTHER**

**H. PRICE AND COST**

Bids shall include all the following:

- H.1. Flat rate for analysis per sexual assault evidence collection kit (SAECK) only to be tested with confirmatory testing for seminal fluid and/or saliva. Standard SAECK processing shall include testing of up to four items. All swabs taken from the same area will be considered one evidence item for the purposes of counting items examined. For example, if four vaginal swabs are present in the SAECK, this would count as one item to be tested.
- H.2. Flat rate for analysis per small item (i.e. additional swab item from SAECK, victim's underwear, other miscellaneous swabs, etc.) to be tested for seminal fluid and/or saliva.
- H.3. Flat rate for analysis per item of clothing (i.e. shirt, pants, etc.) to be tested for seminal fluid and/or saliva.
- H.4. Flat rate for analysis per item of bedding (i.e. sheet, comforter, etc.) to be tested for seminal fluid and/or saliva.
- H.5. Flat rate for analysis per large item (other than clothing or bedding) to be tested for seminal fluid and/or saliva.
- H.6. Rates for expedited processing



## Attachment A

### Price Sheet

Each vendor shall provide a price for each and every enumerated item within the list below. Failure to do so may result in the Vendor's submission being deemed non-responsive. If there is no additional cost for addition testing, the vendor shall write "No Cost" in the price box for that item.

Item #	Description	Price Year 1	Price Year 2	Price Year 3	Price Year 4	Price Year 5
1	Flat rate for analysis per sexual assault evidence collection kit (SAECK) only to be tested with confirmatory testing for seminal fluid and/or saliva. Standard SAECK processing shall include testing of up to four items.					
2	Flat rate for analysis per small item (i.e. additional swab item from SAECK, victim's underwear, other miscellaneous swabs, etc.) to be tested for seminal fluid and/or saliva.					
3	Flat rate for analysis per item of clothing (i.e. shirt, pants, etc.) to be tested for seminal fluid and/or saliva.					
4	Flat rate for analysis per item of bedding (i.e. sheet, comforter, etc.) to be tested for seminal fluid and/or saliva.					
5	Flat rate for analysis per large item (other than clothing or bedding) to be tested for seminal fluid and/or saliva					
6	Expedited Processing per case					

**Attachment B**  
**Timeline/Throughput Worksheet**

Subject to the requirements provided in D.3

Total Number of Serology Cases that may be completed for the OSBI in a 60-Day Period, given vendor's other caseload
_____ SA Kits per 60-Day Period
When can the vendor start this project? (30 day, 60 days, 90 days, or longer)
Within _____ Days of the contract being awarded

**Attachment C**  
**Vendor References**

Vendor's Name: \_\_\_\_\_

Vendor must provide three (3) reference, one must be from a government agency that held a contract of similar size and scope within the last 5 years.

1. Name of Company/Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

2. Name of Company/Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

3. Name of Company/Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_